Izor & Associates, Inc.
Accessibility Surveys • Transition Plans
ADA Expert Witness • CASp Inspections

October 20, 2014

Shad Lee
Acting M&O Director
Palo Verde College
One College Drive
Blythe, Ca 92225

Sent Via Email:

Ref: EDD Lease Space and RESD Requirements; Palo Verde College, Blythe, CA

Dear Shad:

At your request, I am providing you with the following proposal for a CASp Inspection Report and Certificate for the above referenced facility. (See Floor Plan Diagram, page 4) I am a California Certified Access Specialist (CASp-014) and able to issue a State numbered CASp Inspection Certificate according to Civil Code Sections 55.51-55.54. The ADA/CASp Evaluation will require a site review that will identify and document any existing ADA non-compliance or barriers to the disabled.

A. Basic CASp Services:

We propose to provide the following basic CASp/ADA Access Compliance services:

- Review the existing physical conditions of the facility and identify all of the existing barriers to the disabled according to the requirements of the most current version of the 2013 CBC and 2010 Federal Standards.
- The scope of our CASp facility review will include the following:
  - Exterior parking and path of travel to the entrances of the leased areas.
  - Exterior path of travel from the public right-of-way to the leased areas.
  - Interior common entry and hallway areas of the leased areas only.
  - Interior EDD leased spaces.
  - Public and tenant toilet rooms serving EDD leased spaces.
- The scope of our CASp facility review will NOT include the following:
  - Storage and utility spaces.
  - Spaces not associated with the EDD leased areas.
- Prepare a CASp Inspection Report identifying the existing barriers that require removal. This report will include written, diagrammatic and photographic documentation of the existing conditions and recommendations for the removal of the existing barriers.
- Convert our standard report to RESD required checklist format.
- Provide a re-inspection and update of the existing CASp Inspection Report after the initial mitigation measures have been completed.

PO Box 460761, Escondido, CA 92046-0761 760.489.5892 (fax) 760.294.9334 web: www.izorarch.com

- After all of the accessibility mitigation measures have been completed for the EDD tenant space we will provide the RESD required Form G, Verified Report for the accessibility of the facility as required for the lease renewal.

B. Extra CASp Consulting Services:

- Provide any requested consultation needed during the construction phase of barrier removal.
- Provide a final inspection and update of the existing CASp Inspection Report after the initial mitigation measures have been completed.
- Expert witness or other consulting services requested as part of any litigation.

C. CASp Consulting Fee:

We propose to provide the above Basic Services for a fee of **$3,850** plus any reimbursable expenses. Contract to begin on October 27, 2014 and be effective until June 30, 2015 or until report has been completed, whichever occurs first.

Any extra services requested or required and not included in Basic CASp Services, will be compensated on an hourly basis as indicated below.

Compensation for ADA/CASp services shall be paid upon completion of the CASp Inspection Report or every 30 days on undisputed invoices, which ever comes first. Inspection and initial report to be completed no later than 45 days after agreement is signed.

If this project is canceled or abandoned prior to the completion of our services; we will be compensated hourly based on the work completed at the time of cancellation or abandonment.

D. Hourly CASp Services:

All extra services shall be compensated on an hourly basis as follows:

• Expert Witness	$325 per hour
• CASp Inspector	$175 per hour
• Associate Inspector	$125 per hour
• Field Technician	$95 per hour
• Administrative Staff	$85 per hour

E. Reimbursable Expenses:

Reimbursable expenses shall be compensated on the following basis;

• Express Delivery Service	1.2 x direct cost
• Copies and Reproductions	1.2 x direct cost
• Out-of-Town Travel and Expenses	1.2 x direct cost
• Out-of-Town Automobile Mileage	$0.55 per mile

(Note: Out-of-town is any project location more than 100 miles from Escondido, CA)

F. General Terms and Conditions:

This proposal is valid for 120 days.

This agreement shall be governed by the laws of state of California and all legal action shall be filed in the County of Riverside.

The consultants or the client may not assign, sublet or transfer any interest in this agreement without written permission from the other party.

Payments due the consultant and unpaid after 30 days shall bear interest from the date of due at the rate of 1.5% per month on undisputed invoices.

G. Termination by District for Default of Consultant
Should Consultant default in the performance of this agreement or materially breach any of its provisions, District, at Districts option, may terminate this agreement by giving written notification to Consultant.

H. Termination of Consultant for Default of District
Should District Default in the performance of this agreement or materially breach any of its provisions, Consultant, as Consultants option, may terminate this agreement by giving written notice to District.

I. Obligations of Consultant

a. Workers Compensation – Consultant agrees to provide Worker's Compensation insurance for Consultant's qualified employees and agents and agrees to hold harmless and indemnify District for any and all claims arising out of any injury, disability, or death of any Consultant's employee's or agents.

b. Indemnification of Liability- Consultant shall indemnify and hold District Harmless against any and all liability imposed for claimed including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Consultant or Consultant's assistants , employees or agents, including all claims relating to the injury or death of any person or damage to property.

c. Assignment- Neither this agreement nor any duties or obligations under this agreement may be assigned by Consultant without the prior written consent of District.

d. Liability Insurance- Consultant must carry general liability insurance of $1 million dollars per occurrence and the district must me named as an additionally insured. Consultant must provide district with a copy of the insurance policy before Consultant begins work on District property.

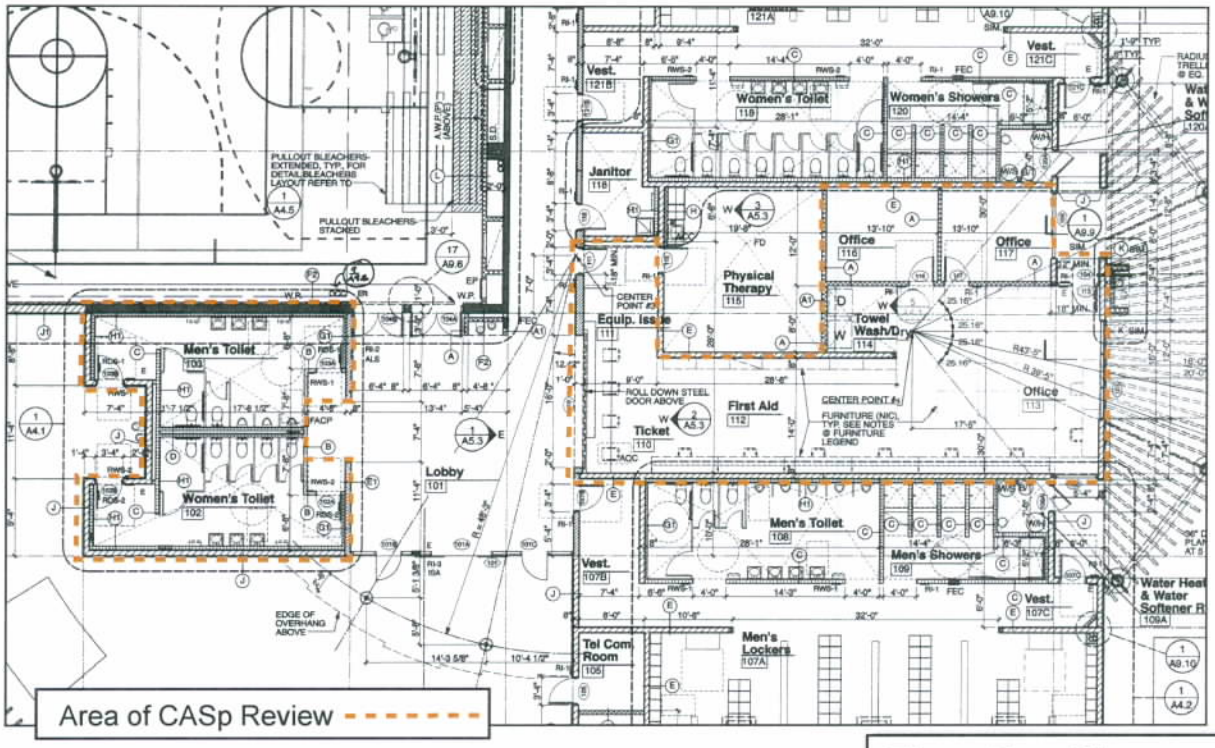
H. Agreement and Authorization to Proceed:
This proposal may be accepted as an agreement to proceed with the above services by signing below and faxing or emailing a copy to Izor and Associates, Inc.

Sincerely,

Greg Izor, President
Izor and Associates, Inc.

Accepted by: Russi Egan Date: 10-24-14

Shad Lee, Acting M&O Director
Palo Verde College
Russi Egan, Chief Business Officer



Floor Plan Diagram